

7428 Rockville Road | Indianapolis, IN 46214 | 317.347.1111 office | 317.347.9326 fax

February 12, 2019

Carrie Lawrence, Registered Agent 400 Forsythe LLC 1800 Churchman Avenue Indianapolis, IN 46203

Re: Right of Entry Request
Commercial Property
400 North Forsythe Street
Franklin, IN 46131

Dear Ms. Lawrence,

IWM Consulting Group, LLC (IWM Consulting) understands that you are or represent the owner of the property referenced above. IWM Consulting, under contract with Amphenol Corporation (Amphenol), is currently conducting Resource Conservation and Recovery Act (RCRA) site assessment activities as directed by the United States Environmental Protection Agency (USEPA) related to Administrative Order on Consent dated November 24, 1998. The site assessment activities are related to a historical release originating from the Former Amphenol Facility property located at 980 Hurricane Road, Franklin, Indiana (Site). These activities are being conducted under the direction of the USEPA. Information, including a map displaying the boundary of your online obtained from the Johnson County, IN (https://beacon.schneidercorp.com/Application.aspx?AppID=129&LayerID=1554&PageTypeID =4&PageID=817&KevValue=41-08-13-023-094.000-009) and is provided in **Attachment A**.

As part of the site assessment activities, the USEPA has requested that Amphenol obtain access to your property to further delineate potential soil and groundwater impacts. IWM Consulting requests your permission to install soil borings and temporary monitoring wells on the eastern portion of the property to obtain discrete soil and groundwater samples. Upon completion of the soil and groundwater sampling activities, the temporary wells will be permanently abandoned and will be backfilled with bentonite and capped at the surface with like material (i.e. soil, gravel, The temporary well installation and sampling activities will take asphalt, or concrete). approximately 1-2 weeks to complete, which includes boring and well installation, sampling, surveying, and abandonment activities. Additional assessment activities may be warranted based upon the results of the initial sampling activities, which may require the installation of additional soil borings or temporary monitoring wells. However, any additional assessment activities on your property will be discussed and approved by you prior to implementation. The work activities will be completed concurrently with other scheduled assessment activities in the area and are tentatively scheduled to be completed during the weeks of February 25 and March 4, 2019. A site map displaying the initially proposed boring locations is included as **Attachment B**.

By allowing IWM Consulting to collect soil and groundwater samples from the proposed soil borings and temporary wells which would be located on your property, Amphenol agrees to provide you a copy of the laboratory analytical results from samples collected and analyzed from your property.

You will not be responsible for paying the cost associated with completion of the proposed work activities. If you accept the conditions of the access agreement included in **Attachment C**, please acknowledge your acceptance by signing and dating the access agreement and checking the appropriate box indicating that you have authority to sign as the property owner. The executed agreement can be forwarded to Chris Parks via email (cparks@iwmconsult.com) or by mail to IWM Consulting using the included addressed envelope.

If you have any questions regarding the terms of this access request or would like additional information regarding the proposed work activities, please do not hesitate to contact the undersigned at 317-968-9256. IWM Consulting would be more than happy to meet with you in person at the property in order to answer additional questions and to discuss the proposed work activities in more detail

Sincerely,

**IWM Consulting Group, LLC** 

Christopher D. Parks, LPG #2169

Senior Project Manager

Bradley E. Gentry, LPG #2165

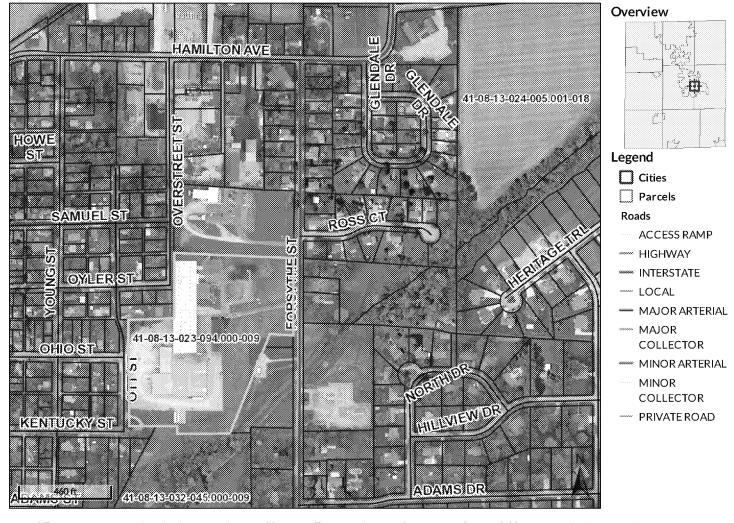
Vice President/Brownfield Coordinator



# ATTACHMENT A PARCEL/PROPERTY INFORMATION



### Beacon Johnson County, IN



Parcel ID41-08-13-023-094.000-009Alternate ID5100 13 40 021/00Owner Address400 FORSYTHE LLCSec/Twp/Rngn/aClassIndustrial Warehouse1800 CHURCHMAN AVEProperty Address400 N FORSYTHE STAcreage11.356INDIANAPOLIS, IN 46203-0000FRANKLIN

District 00

Brief Tax Description HARNESS FACTORY ADD LOTS 3-4-5-6-7-20-21 PT W. 1/2 SW. 1/4 HARNESS FACTORY AD

D

(Note: Not to be used on legal documents)

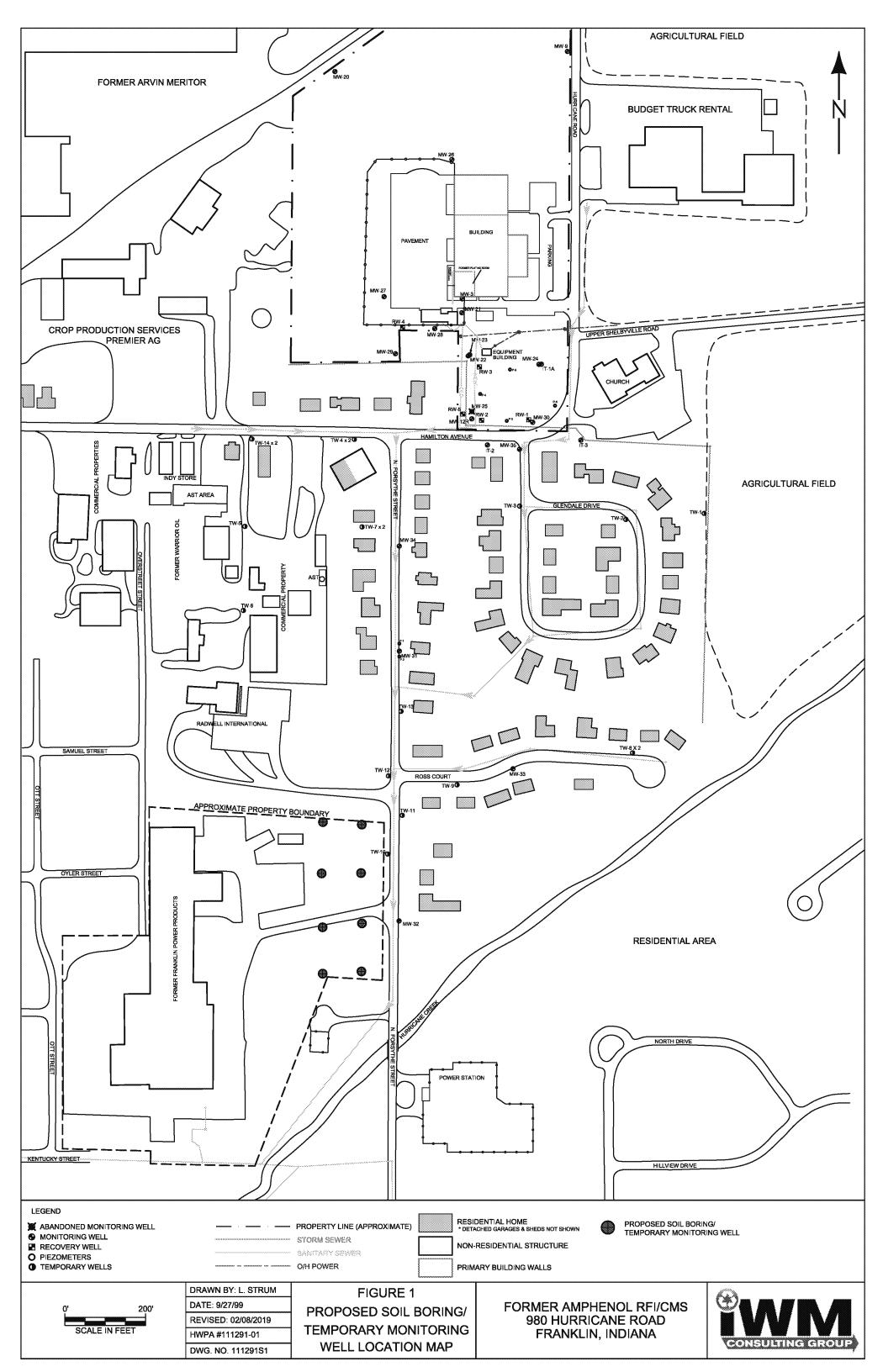
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# ATTACHMENT B PROPOSED TEMPORARY WELL LOCATION MAP





# ATTACHMENT C SITE ACCESS AGREEMENT



### SITE ACCESS AGREEMENT PERMISSION TO ENTER PROPERTY 400 North Forsythe Street, Franklin, IN 46131

This Site Access Agreement ("Agreement") is made by and between 400 Forsythe LLC ("Owner"), the Amphenol Corporation ("Respondent"), and IWM Consulting Group, LLC ("Consultant") regarding the Owner's property (State Parcel No. 41-08-13-023-094.000-009) located at 400 North Forsythe Street, Franklin, IN ("Site"). The Respondent requests permission for the Consultant to enter the Site for the exclusive purposes of conducting environmental investigation or monitoring activities related to a historical release originating from the Former Amphenol Facility property located at 980 Hurricane Road, Franklin, Indiana.

- 1. Owner hereby grants permission to the <u>Consultant</u> agents or assigns, including, but not limited to, Consultant or other authorized environmental contractors, United States Environmental Protection Agency ("USEPA") employees, or other designees authorized by the <u>Respondent</u> and/or <u>Consultant</u> (collectively, "Authorized Parties"), to enter upon the Site to perform investigation or monitoring activities at the Site. This permission is effective immediately upon the execution of this Agreement by <u>Owner</u> and the <u>Consultant</u>.
- 2. The permission granted by **Owner** under this Agreement is contemplated to be used for the following activities that may be performed by Authorized Parties:
  - a. Having access to the area between the eastern perimeter of the Site building and North Forsythe Street;
  - b. Investigation and monitoring of soil and groundwater, including, but not limited to, the installation of soil borings, temporary groundwater monitoring wells, the use of geophysical equipment, the use of drilling equipment for collection of soil and sediment samples, the logging, gauging and sampling of existing wells, video taping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, soil vapor or other material deemed appropriate by the <u>USEPA</u> and the like.
  - c. Removal, treatment and/or disposal of investigation derived waste (IDW) generated during investigation or monitoring activities. Upon generation of the IDW, the containerized IDW will be removed from the Site and transported back to the 980 Hurricane Road, Franklin, IN property.
  - d. On-Site observation and oversight of environmental investigation and/or remediation activities.
  - e. Disclosure of environmental information as required by law.
- 3. Upon completion of the investigation and monitoring activities, Authorized Parties will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.

- 4. The granting of this permission by the <u>Owner</u> is not intended, nor should it be construed, as an admission of liability on the part of the <u>Owner</u> or the <u>Owner's</u> successors and assigns for any contamination discovered on the Site.
- 5. Authorized Parties may enter the Site during normal business hours and may also make special arrangements to enter the Site at other times after agreement from the Owner.
- 6. Authorized Parties shall enter upon the Site at their own risk, and <u>Owner</u> shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of <u>Owner</u>, any lessee of the Site, or any employee or agent of the <u>Owner</u>.
- 7. The <u>Respondent</u> will supply to <u>Owner</u> all information derived from the environmental investigation conducted at the Site. The <u>Respondent</u> may use such information for any purpose at the <u>Respondent's</u> sole discretion. The <u>Consultant</u> will hold in confidence all such information except as instructed by the <u>Owner</u>, the <u>Respondent</u>, <u>USEPA</u>, or as required by law.
- 8. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the **Owner's** operations on the Site.
- 9. Authorized Parties will give notice to the <u>Owner</u> at least one (1) week in advance of the start of field activities on the Site or a shorter time period if the <u>Owner</u> agrees to allow access once notified by the <u>Consultant</u>.
- 10. <u>Owner</u> ensures that <u>Owner</u> and any/all Site operators will give Authorized Parties access to the entire Site for the purposes set forth in this Agreement.
- 11. Any party to this Agreement may terminate this Agreement by giving two (2) months advanced written notice, or all parties may terminate the Agreement at any time by written agreement.
- 12. This Agreement shall expire on December 31, 2019.

the parties to this Agreement, all such copies taken This Agreement may be executed in one or more c be an original for all purposes.	together shall constitute a	
Site Owner Name (printed/signed)	Witness	
Date	Date	
Site Owner's Telephone Number:		
Site Owner's Email Address:		
Site Owner's Mailing Address (if other than Site address):		
For the benefit of <b>IWM Consulting Group, LLC</b>		
Consulting firm's signature	Date	

13. Copies of this Agreement may be executed separately by the parties, and once executed by